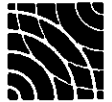


MAY 13 '13 -11 05 AM



SURFACE TRANSPORTATION BOARD

Nathan Sommers Jacobs

May 3, 2013

Chief
Section of Administration
Office Proceedings
Surface Transportation Board
Washington, D C. 20423-0001

Re: Recordation of Second Amendment to Security Agreement, original Security Agreement was filed under Recordation No. 29304.

Dear Section Chief:

I have enclosed two (2) originals of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code

The document is a second amendment to security agreement dated as of April 22, 2013 (the "Security Agreement"), and is a secondary document.

The names and addresses of the parties to the Security Agreement are as follows:

Secured Party:

Amegy Bank National Association
Five Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

Debtor:

Weimar Rail, Inc.
601 South East Street
Weimar, Texas 78962

A description of the equipment covered by the Second Amendment to Security Agreement is as follows:

Rail cars, specifically described on Exhibit "A" attached hereto (the "Railcars");

A short summary of the Security Agreement to appear in the index is as follows:



Second Amendment to Security Agreement dated as of April 22, 2013, between Amegy Bank National Association, Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party"), and Weimar Rail, Inc., 601 South East Street, Weimar, Texas 78962 ("Debtor"), and covering (a) the rail cars, specifically described on Exhibit "A" attached hereto (the "Railcars").

A fee of \$42.00 is enclosed. Please return one (1) file stamped original to the undersigned after recording.

Sincerely,

Sarah H. Frazier

SHF:sog

encl

J1J102_STB LTR.wpd

Exhibit "A"

Railcars

SRIX 33759
SRIX 33761
SRIX 33805
SRIX 33806
SRIX 25106
SRIX 25116
SRIX 25122
SRIX 25123
SRIX 25105
SRIX 24302
SRIX 24303

MAY 13 '13 -11 05 AM

SURFACE TRANSPORTATION BOARD

SECOND AMENDMENT TO SECURITY AGREEMENT

This SECOND AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of April 22, 2013, is between WEIMAR RAIL, INC., a Texas corporation ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

RECITALS:

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement dated as of May 7, 2010, as amended by First Amendment to Loan Agreement dated as of March 21, 2011, and Second Amendment to Loan Agreement dated as of even date herewith (as amended, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, Debtor executed that certain Security Agreement dated as of May 7, 2010, as amended by First Amendment to Security Agreement dated as of March 21, 2011 (as amended, the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition to Secured Party entering into the Second Amendment to Loan Agreement referred to above.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed, Debtor and Secured Party hereby agree as follows:

ARTICLE I.Amendments

1. Amendment to Section 1.01(a). Effective as of the date hereof, (a) Debtor hereby grants to Secured Party a security interest in the following property, whether now owned or existing or hereafter arising or acquired and wherever arising or located, and (b) Debtor acknowledges and agrees that Section 1.01(a) of the Security Agreement is amended to read in its entirety as follows:

(a) the rail cars, specifically described on Exhibit "A" attached hereto (the "Railcars");

2. Amendment to Exhibit "A". Effective as of the date hereof, Exhibit "A" to the Security Agreement is amended to conform in its entirety to Annex "A" attached hereto

ARTICLE II.

Additional Provisions

1. Acknowledgment by Debtor. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Debtor or any third party to Secured Party under any Loan Document (as defined in the Loan Agreement).

2. Additional Documentation From time to time, Debtor shall execute or procure and deliver to Secured Party such other and further documents and instruments evidencing, securing or pertaining to the Security Agreement or the other Loan Documents as shall be reasonably requested by Secured Party so as to evidence or effect the terms and provisions hereof.

3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Security Agreement and the other Loan Documents are hereby ratified and confirmed, and shall remain in full force and effect. The liens and security interests created by the Security Agreement remain in full force and effect.

4. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

5. Binding Agreement This Amendment shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto


6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument

7. No Oral Agreements. This Amendment, the Loan Agreement and the other Loan Documents embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto

EXECUTED as of the date first above written.

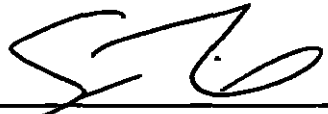
DEBTOR:

WEIMAR RAIL, INC.

By: 
Robert R. Huette
President

SECURED PARTY:

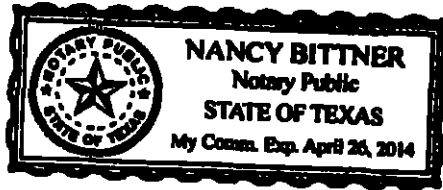
AMEGY BANK NATIONAL ASSOCIATION

By: 
Sam Trail
Vice President

SIGNATURE PAGE TO SECOND AMENDMENT TO SECURITY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 17th day of April, 2013, this instrument was acknowledged before me by Robert R. Huette, President of Weimar Rail, Inc, a Texas corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation



Nancy Bittner
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this ____ day of _____, 2013, this instrument was acknowledged before me by Sam Trail, Vice President of AMEGY BANK NATIONAL ASSOCIATION, a national banking association, on behalf of such association, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public, State of Texas

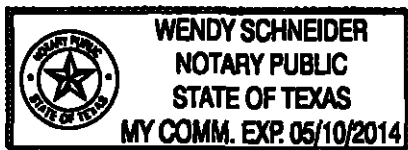
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this ____ day of _____, 2013, this instrument was acknowledged before me by Robert R Huette, President of Weimar Rail, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 17 day of April, 2013, this instrument was acknowledged before me by Sam Trail, Vice President of AMEGY BANK NATIONAL ASSOCIATION, a national banking association, on behalf of such association, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



[Signature]
Notary Public, State of Texas

SIGNATURE PAGE TO SECOND AMENDMENT TO SECURITY AGREEMENT

Annex "A"

Exhibit "A"

Railcars

SRIX 33759

SRIX 33761

SRIX 33805

SRIX 33806

SRIX 25106

SRIX 25116

SRIX 25122

SRIX 25123

SRIX 25105

SRIX 24302

SRIX 24303